



Declaration for Patent Application

Docket Number: 2219.0030001

As a below named inventor, I hereby declare that:

My residence, mailing address and citizenship are as stated below next to my name.

I believe I am the original, first and sole inventor of the subject matter that is claimed and for which a patent is sought on the invention entitled **Foldable Key Assembly**, the specification of which is attached hereto unless the following box is checked:

- ☒ was filed on November 19, 2003;
as United States Application Number or PCT International Application Number 10/716,178; and
was amended on _____ (if applicable).

I hereby state that I have reviewed and understand the contents of the above identified specification, including the claims, as amended by any amendment referred to above.

I acknowledge the duty to disclose information that is material to patentability as defined in 37 C.F.R. § 1.56, including for continuation-in-part applications, material information which became available between the filing date of the prior application and the national or PCT international filing date of the continuation-in-part application.

I hereby claim foreign priority benefits under 35 U.S.C. § 119(a)-(d) or (f) or § 365(b) of any foreign application(s) for patent, inventor's or plant breeder's rights certificate(s), or § 365(a) of any PCT international application, which designated at least one country other than the United States of America, listed below, and have also identified below, by checking the box, any foreign application for patent, inventor's or plant breeder's rights certificate(s), or PCT international application having a filing date before that of the application on which priority is claimed.

Prior Foreign Applications(s):

Priority Claimed

(Application No.)

(Country)

(Day/Month/Year Filed)

☐ Yes ☐ No

(Application No.)

(Country)

(Day/Month/Year Filed)

☐ Yes ☐ No

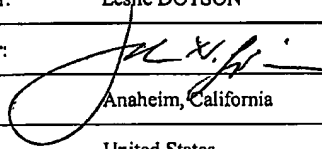
Send Correspondence to:

STERNE, KESSLER, GOLDSTEIN & FOX P.L.L.C.
1100 New York Avenue, N.W.
Washington, D.C. 20005-3934

Direct Telephone Calls to:

(202) 371-2600

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under 18 U.S.C. § 1001 and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

Full name of sole Inventor:	Leslie DOTSON
Signature of sole Inventor:	 Date:
Residence:	Anaheim, California
Citizenship:	United States
Mailing Address:	1919 West Coronet Avenue, #30, Anaheim, California 92801



CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement ("Agreement") is made and entered into as of the date first written below by and between Targus, Inc., a New York corporation (hereinafter referred to as the "Company") and the undersigned (hereinafter referred to as "Employee").

RECITALS

WHEREAS, the Company has developed and will continue to develop in the course of the Company's business operations certain Proprietary and Confidential Information and Trade Secrets of Employer, whether or not copyrighted or otherwise protected under any state or federal law, which Company must keep confidential in order to maintain a competitive position and to preserve its value;

WHEREAS, Employee, in the course of Employee's employment, may be given access to such information or may assist in its development, not for Employee's own benefit, but for the benefit of the Company;

WHEREAS, it may be impossible to accomplish the purposes for which Employee has been employed without Employee having access to such information or participating in its development; and

WHEREAS, Employee understands the Company's desire to maintain the confidentiality and proprietary nature of such information.

AGREEMENT

NOW, THEREFORE, in consideration of the Company's agreement to employ or to continue to employ Employee, and as a condition of Employee's employment or continued employment by the Company, Employee promises, covenants and agrees as follows:

1. Proprietary and Confidential Information and Trade Secrets.

a. For the purpose of this Agreement, proprietary and confidential information and Trade Secrets (hereinafter individually and collectively referred to as "Trade Secrets") shall mean the whole or any portion of the property of the Company consisting of any information, pattern, compilation, data, list, document, memorandum, process, program, device, method, technique, formula or improvement, whether patentable or not, relating to the business of the Company i) of which Employee becomes aware as a consequence of or through his relationship with Company, ii) which derives independent economic value, actual or potential, from not being generally known to the public or to other persons who can obtain economic value from its disclosure or use, and iii) which is the subject of efforts that are reasonable under the circumstances to maintain its secrecy. Trade Secrets shall not include any data or information (A) that has been voluntarily disclosed to the Public by Company or has become generally known to the public or in the industry (except where such public disclosure has been made by or through the Employee or by a third person or entity under the Employee's control with the knowledge of the Employee without authorization of Company in writing), (B) that has been independently developed and disclosed by parties other than the Employee to the Employee or to the public generally without a breach of any obligation of confidentiality by any such

party running directly or indirectly to Company, or (C) that otherwise enters the public domain through lawful means.

b. The Company's Trade Secrets include, by way of illustration but without limitation, information relating to the financial affairs; suppliers; sources; services; designs; processes; customers and customer lists, identity, purchasing requirements, needs history, and pricing; customer files, records, and contacts; employees; employees' compensation; research; development; existing and future products, product plans and designs; manufacturing; purchasing; accounting; distribution and marketing activities of the Company whether past, current or projected, including, but not limited to, strategic data including marketing and development plans, forecasts and forecast assumptions and volumes, and future plans and potential strategies of the Company which have been or are being discussed. Employee acknowledges and agrees that such items constitute the Trade Secrets of Company, that all Trade Secrets, and all physical embodiments thereof, are confidential to and shall be and remain the sole and exclusive property of Company, that any Trade Secrets produced by Employee shall be considered work for hire and shall be the sole and exclusive property of Company and that the sale or unauthorized use or disclosure of any of Company's Trade Secrets obtained by Employee during his employment with Company constitutes unfair competition.

2. Other Information Designated as Confidential. Employee furthermore agrees to honor as confidential and proprietary other categories of information not previously described in Section 1, above, about which the Company may notify Employee from time to time that the Company wishes to keep confidential and proprietary, provided only that at the time such notice of information relates to the Company and is not generally known from other sources. All covenants and conditions set forth in this Agreement with regard to Trade Secrets shall apply with equal force to the categories of information referred to in this Section.

3. Nondisclosure. Employee agrees that all Trade Secrets and other information designated as confidential received or developed by Employee as a result of Employee's employment by Company will be held in trust and in strictest confidence by Employee. Employee agrees to protect such Trade Secrets and other information designated as confidential from disclosure and agree that without the prior written consent of Company Employee will make absolutely no use of the Trade Secrets and other information designated as confidential except in connection with, and as a part of, the Employee's employment with Company. The Employee agrees to maintain and to observe the provisions of confidentiality contained in this Agreement with respect to the Trade Secrets and other information designated as confidential during the term of his employment with Company and at all times following the termination of such employment for any reason whatsoever. Employee will not disclose any Trade Secrets and other information designated as confidential or any copy or reproduction of said Trade Secrets and other information designated as confidential or any form whatsoever, to any person, whether natural or corporate, or to any other business entity without the prior express written permission of the Company. Furthermore, Employee shall observe and maintain all rules and regulations of Company now or hereafter adopted which are designed to maintain the confidentiality of Company's Trade Secrets and other information designated as confidential.

4. Employee's Further Obligation. Except as Employee may be required or authorized in order to discharge Employee's employment obligation to the Company, Employee further promises, covenants and agrees that, as follows:

a. Employee will not make or cause to be made any copies, pictures, duplicates, facsimiles, or other reproductions or recordings of any Trade Secrets and other information designated as confidential.

b. Employee will not remove any Trade Secrets and other information designated as confidential from the Company's premises.

c. Employee will return any Trade Secrets and other information designated as confidential in Employee's possession to the Company promptly upon being requested to do so by the Company, or upon termination of employment hereunder, whichever should first occur.

d. Employee will take reasonable precautions to prevent any Trade Secrets and other information designated as confidential from coming into the possession of any person, corporation, firm, association or other business entity.

e. Employee will immediately transfer and assign any and all rights and interest, including but not limited to copyrights, to all improvements, discoveries, ideas and inventions pertinent to the business of the Company which Employee may develop (either by Employee or in conjunction with others) during the period of employment by the Company.

f. Employee will disclose to Company promptly all improvements, discoveries, ideas, inventions, and information pertinent to the business of the Company that Employee may develop (either individually or in conjunction with others), or of which existence Employee may otherwise learn during the period of employment by the Company.

g. Employee will not sell, license or otherwise exploit any products (in any form) which embody in whole or in part any of the Company's confidential products or materials or utilize the Company's proprietary and confidential information or Trade Secrets.

5. Ownership of Copyrights.

a. Employee expressly acknowledges that (i) the parties have agreed that all copyrightable aspects of Employee's Work Product are to be considered "works made for hire" within the meaning of the Copyright Act of 1976 as amended (the "Act"), of which the Company is to be the "author" within the meaning of such Act. All such copyrightable works, as well as all copies of such

works in whatever medium fixed or embodied, shall be owned exclusively by the Company on their creation, and Employee hereby expressly disclaims any interest in any of them.

b. In the event (and to the extent) that any Work Product of Employee, or any part or element of either them, is found as a matter of law not to be a "work made for hire" within the meaning of the Act, Employee hereby assigns to the Company the sole and exclusive right, title and interest in and to all such works, and all copies of any of them, without further consideration, and agrees to assist the Company to register, and from time to time to enforce, all patents, copyrights, and other rights and protections relating to any Trade Secrets or any of Employee's Work Product in any and all countries. To that end, Employee agrees to execute and deliver all documents requested by the Company in connection therewith, and irrevocably designates and appoints the Company its agent and attorney in fact to act for and on its behalf and stead to execute, register and file any such applications, and to do all other lawfully permitted acts as to further the registration, prosecution and issuance of patents, copyrights or similar protections with the same legal force and effect as if executed by Employee.

6. Term of Agreement. Employee's agreement to honor the confidentiality and proprietary nature of the Company's Trade Secrets and other information designated as confidential shall survive the termination of Employee's employment hereunder, and shall terminate only upon Company's releasing Employee from such agreement. Notice of such release must be given in writing. Any such release may be partial or total, as the Company may, at Company's sole discretion, desire.

7. Default; Remedies. Employee acknowledges that, if Employee should breach any of the promises, covenants or conditions contained herein, the Company's remedy at law may be inadequate compensation for the damage caused. Accordingly, Employee agrees and consents:

a. That in any action brought to enforce Company's rights hereunder, temporary and permanent injunctive relief may be granted upon a showing by the Company that Employee has breached, or is about to breach, or threatens to breach, any of the aforesaid promises, covenants or conditions; and

b. Company shall be entitled to any other remedy, including damages, available under the law.

It is intended by and between the parties that the Company's rights under this paragraph be cumulative with, and in addition to, any other rights enjoyed by the Company at law or in equity.

8. Entire Agreement. This Agreement contains the entire agreement between the parties pertaining to the subject matter hereof and supersedes any and all prior agreements, representations and understandings of the parties, written or oral. This Agreement is intended by the parties to be an integrated and final expression of this Agreement and also is intended to be a final, complete and exclusive

statement of the terms of their agreement concerning this Agreement. In the course of any prior dealings between the parties, no uses of trade, and no parole or extrinsic evidence of any nature shall be used to supplement, modify or vary any of the terms hereof. There are no conditions to the full effectiveness of this Agreement, and there are no oral or other written representations or agreements between the parties concerning the subject matter of this Agreement except as so expressly set forth herein. Any representation, promise or condition, whether oral or written, not specifically incorporated herein, shall be of no valid or binding effect upon the Parties. Each party to this Agreement further represents, warrants and agrees that he, she or it is not relying, and has not relied, upon any representation, warranty or statement, oral or written, made by any other party to this Agreement with respect to this Agreement, except as expressly set forth herein.

9. Amendment. Neither this Agreement nor any provision of this Agreement may be amended, modified, supplemented, changed, waived, discharged or terminated, except by a writing signed by or on behalf of each party hereto.

10. Attorneys' Fees. The prevailing party in any litigation concerning this Agreement shall be entitled to an award of a reasonable sum as and for attorneys' fees and costs of suit.

11. Applicable Law and Severability. This Agreement shall, in all respects, be governed by the laws of the State of California applicable to agreements executed and to be wholly performed within the State of California. Nothing contained herein shall be construed so as to require the commission of any act contrary to law, and whenever there is a conflict between any provision contained herein and any present or future statute, law, ordinance or regulation contrary to which the parties have no legal right to contract, the latter shall prevail and the provision of this document which is affected shall be curtailed and limited only to the extent necessary to bring it within the requirements of the law.

12. Benefit and Burden. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, representatives, successors and permissible assigns.

13. Waiver. No breach of any provision hereof can be waived unless in writing. Waiver of any one breach of any provision hereof shall not be deemed to be a waiver of any other breach of the same or any other provision of this Agreement.

14. Severability. If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable, but the extent of such invalidity or unenforceability does not destroy the basis of the bargain between the parties as contained herein, the remainder of this Agreement and the application of such provision or provisions to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

15. Interpretation. This Agreement shall be construed in accordance with its fair meaning as if prepared by all parties hereto, and shall not be interpreted against either party on the basis that it was prepared by one party or the other. The captions, headings, and subcaptions used in this Agreement are for convenience only and do not in any way affect, limit, amplify or modify the terms and provisions thereof. Words used herein in the masculine gender shall include the neuter and feminine gender, words used herein in the neuter gender shall include the masculine and feminine, words used herein in the singular shall include the plural, and words used in the plural shall include the singular, wherever the context so reasonably requires.

DATED: _____

TARGUS, INC.

By _____
Cindy Ragognetti, Human Resources Director

DATED: _____

EMPLOYEE:

Print Name: Leslie Dotson

Address 1919 W. Coronet Ave #30

Anaheim, CA

Telephone 92801